

PREFERRED ESCROW AGREEMENT

Deposit Account Number _____

This Preferred Escrow Agreement ("Agreement") is effective _____, 2005 among **Iron Mountain Intellectual Property Management ("IM")**, **Identix Identification Services, LLC ("Depositor")** and **Texas Department of Public Safety ("Preferred Beneficiary")**, who collectively may be referred to in this Agreement as the "Parties", or individually as a Party.

A. Depositor is a contractor under a *Contract for Non-Criminal Justice Fingerprint and Related Services Program* agreement with Preferred Beneficiary that concerns, in part, Depositor's provision of live scan fingerprinting services using proprietary Identix® live scan products that contain certain proprietary technology of Depositor's parent company, Identix Incorporated (referred to in this Agreement as the "License Agreement"). As between Depositor and Preferred Beneficiary, to the extent of any conflict between the Agreement and the License Agreement, the License Agreement controls.

B. Depositor desires to avoid disclosure of its proprietary technology except under certain limited circumstances.

C. The availability of the proprietary technology of Depositor may become critical to Preferred Beneficiary in the conduct of its business and, therefore, Preferred Beneficiary needs access to the proprietary technology under certain limited circumstances.

D. Depositor and Preferred Beneficiary desire to establish an escrow with IM to provide for the retention, administration and controlled access of the proprietary technology materials of Depositor.

E. The parties desire this Agreement to be supplementary to the License Agreement pursuant to 11 United States [Bankruptcy] Code, Section 365(n).

ARTICLE 1 -- DEPOSITS

1.1 Obligation to Make Deposit. Upon the signing of the License Agreement and this Agreement by the parties, Depositor shall deliver to IM the proprietary technology and other materials ("Deposit Materials") identified on Exhibit A to this Agreement. Exhibit A shall be prepared and signed by Depositor. IM shall have no obligation to either party with respect to the preparation, accuracy, execution, signing, delivery or validity of Exhibit A.

1.2 Identification of Tangible Media. Prior to the delivery of the Deposit Materials to IM, Depositor shall conspicuously label for identification each document, magnetic tape, disk, or other media upon which the Deposit Materials are written or stored. Additionally, Depositor shall complete Exhibit B to this Agreement by listing each such media by the item label description, the type of media and the quantity. Exhibit B shall be signed by Depositor and delivered to IM with the Deposit Materials. Unless and until Depositor makes the initial deposit with IM, IM shall have no obligation with respect to this Agreement, except the obligation to notify the parties regarding the status of the account as required in Section 2.2 below.

1.3 Acceptance of Deposit. When IM receives the Deposit Materials and Exhibit B, IM will conduct a visual deposit inspection. At completion of the deposit inspection, if IM determines that the labeling of the media matches the item descriptions and quantity on Exhibit B, IM will date and sign Exhibit B and mail a copy thereof to Depositor and Preferred Beneficiary. If IM determines that the labeling does not match the item descriptions or quantity on Exhibit B, IM will (a) note the discrepancies in writing on Exhibit B; (b) date and sign Exhibit B with the exceptions noted; and (c) mail a copy of Exhibit B to Depositor and Preferred Beneficiary. IM's acceptance of the deposit occurs upon the signing of Exhibit B by IM. Delivery of the signed Exhibit B to Preferred Beneficiary is Preferred Beneficiary's notice that the Deposit Materials have been received and accepted by IM. OTHER THAN IM'S INSPECTION OF THE DEPOSIT MATERIALS, AS DESCRIBED ABOVE, IM SHALL HAVE NO OBLIGATION REGARDING THE ACCURACY, COMPLETENESS, FUNCTIONALITY, PERFORMANCE OR NON-PERFORMANCE OF THE DEPOSIT MATERIALS.

1.4 Depositor's Representations. During the term of this Agreement, Depositor represents as follows:

- a. Depositor lawfully possesses all of the Deposit Materials deposited with IM;
- b. With respect to all of the Deposit Materials and any materials provided solely for verification, pursuant to Section 1.5 of the Agreement ("Test Materials") Depositor has the right and authority to grant to IM, Preferred Beneficiary (and Preferred Beneficiary's contractors engaged by Preferred Beneficiary for the limited purpose of supporting Preferred Beneficiary under the license granted in Section 4.5 herein) the rights as provided in this Agreement, provided further that IM's, Preferred Beneficiary (and Preferred Beneficiary's contractors) use of any Deposit Materials or Test Materials, pursuant to Section 1.5 of this Agreement, is lawful and does not violate the rights of any third parties;
- c. As of the effective date of this Agreement, the Deposit Materials are not the subject of any liens or encumbrances, however, any liens or encumbrances made after the execution of this Agreement will not prohibit, limit, or alter the rights and obligations of IM under this Agreement;
- d. The Deposit Materials consist of the proprietary technology and other materials identified either in the License Agreement, Exhibit A, or Exhibit B, as the case may be; and
- e. The Deposit Materials are readable and useable in their current form or, if any portion of the Deposit Materials is encrypted, the decryption tools and decryption keys have also been deposited.

1.5 Verification of Deposit Materials. Preferred Beneficiary shall have the right at all times during the term of this Agreement to inspect, at reasonable times and upon reasonable notice to Depositor and IM, the Deposit Materials held in escrow to ensure that the Deposit Materials shall at all times be in a form sufficient to allow the Deposit Materials to be understandable and usable by a trained computer programmer of reasonable skill who is generally familiar with source code and documentation that is functionally similar to, though not necessarily identical to, the escrowed Deposit Materials. Such verification includes, but is not limited to, the levels of

verification described in the attached Technical Verification Options. Preferred Beneficiary may conduct such inspections itself or through a designee working on its behalf, provided such designee shall be required to execute and deliver to Preferred Beneficiary, Depositor and IM a nondisclosure agreement as a condition of such access.

Depositor shall reasonably cooperate with Preferred Beneficiary and any Preferred Beneficiary designee at Preferred Beneficiary's expense by providing Depositor's facilities, computer software systems, and technical and support personnel for verification whenever reasonably necessary.

1.6 Deposit Updates. Unless otherwise provided by the License Agreement, Depositor shall update the Deposit Materials within sixty (60) days of each release of a new version of the product, which is subject to the License Agreement. Such updates will be added to the existing deposit. All deposit updates shall be listed on a new Exhibit B and Depositor shall sign the new Exhibit B. Each Exhibit B will be held and maintained separately within the escrow account. An independent record will be created which will document the activity for each Exhibit B. Any deposit updates shall be held in accordance with Sections 1.2 through 1.4 above. All references in this Agreement to the Deposit Materials shall include the initial Deposit Materials and any updates.

1.7 Removal of Deposit Materials. The Deposit Materials may be removed and/or exchanged only on written instructions signed by Depositor and Preferred Beneficiary, or as otherwise provided in this Agreement.

ARTICLE 2 -- CONFIDENTIALITY AND RECORD KEEPING

2.1 Confidentiality. IM shall have the obligation to reasonably protect the confidentiality of the Deposit Materials. Except as provided in this Agreement or any subsequent agreement between the Parties, including without limitation Section 1.5, IM shall not disclose, transfer, make available or use the Deposit Materials. IM's independent contractors are subject to appropriate written confidentiality restrictions with IM that are no less restrictive than IM's confidentiality obligations hereunder. IM shall not disclose the terms of this Agreement to any third party. If IM receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Materials, IM will immediately notify the parties to this Agreement unless prohibited by law. It shall be the responsibility of Depositor and/or Preferred Beneficiary to challenge any such order; provided, however, that IM does not waive its rights to present its position with respect to any such order. IM will not be required to disobey any order from a court or other judicial tribunal, including, but not limited to, notices delivered pursuant to Section 7.6 below.

2.2 Status Reports. IM shall provide to Depositor and Preferred Beneficiary a report profiling the account history semiannually.

ARTICLE 3 -- RIGHT TO MAKE COPIES

3.1 Right to Make Copies. IM shall have the right to make copies of the Deposit Materials as reasonably necessary to perform this Agreement. IM shall copy all copyright, nondisclosure,

and other proprietary notices and titles contained on the Deposit Materials onto any copies made by IM. With all Deposit Materials submitted to IM, Depositor shall provide any and all instructions as may be necessary to duplicate the Deposit Materials, including, but not limited to, the hardware and/or software needed. Any copying expenses incurred by IM as a result of a request to copy will be borne by the party requesting the copies. Alternatively, IM may notify Depositor requiring its reasonable cooperation in promptly copying the Deposit Materials in order for IM to perform this Agreement.

ARTICLE 4 -- RELEASE OF DEPOSIT

4.1 Release Conditions. As used in this Agreement, "Release Condition" shall mean the following:

- a. A material breach of the License Agreement by Depositor which has not been cured in conformance with the "Default" section of the License Agreement; or
- b. Five (5) days after termination for cause of the License Agreement pursuant to the "Termination" section of the License Agreement; or
- c. Depositor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
- d. Depositor has wound up or liquidated its business voluntarily or otherwise and Preferred Beneficiary has compelling reasons to believe that such events will cause Depositor to fail to meet its obligations under the License Agreement in the foreseeable future.

4.2 Filing For Release. If Preferred Beneficiary believes in good faith that a Release Condition has occurred, Preferred Beneficiary may provide to IM written notice of the occurrence of the Release Condition and a request for the release of the Deposit Materials. Such notice shall be signed by an Executive Officer or Official of the Preferred Beneficiary and on company letterhead. Unless IM acknowledges or discovers independently, or through the Parties, its need for additional documentation or information in order to comply with this Section, IM shall promptly provide a copy of the notice to Depositor by commercial express mail. Such need for additional documentation or information may extend the time period for IM's performance under this Section.

4.3 Contrary Instructions. From the date Depositor actually receives the written notice requesting release of the Deposit Materials, Depositor shall have ten (10) business days to deliver to IM contrary instructions ("Contrary Instructions"). Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured. Contrary Instructions shall be signed by an Executive Officer of Depositor and on company letterhead. Upon receipt of Contrary Instructions, IM shall promptly send a copy to Preferred Beneficiary by commercial express mail. Additionally, IM shall notify both Depositor and Preferred Beneficiary that there is a dispute to be resolved pursuant to Section 7.4 of this Agreement. Subject to Section 5.2 of this Agreement, IM will continue to store the Deposit Materials without release pending (a) joint instructions from Depositor and Preferred

Beneficiary; (b) dispute resolution pursuant to Section 7.4; or (c) an order from a court of competent jurisdiction.

4.4 Release of Deposit. If IM does not receive Contrary Instructions from the Depositor within ten (10) business days, IM is authorized to release the Deposit Materials to the Preferred Beneficiary or, if more than one beneficiary is registered to the deposit, to release a copy of the Deposit Materials to the Preferred Beneficiary. However, IM is entitled to receive any fees due IM from Depositor before making the release. Any copying expenses will be chargeable to Depositor. This Agreement will terminate upon the release of the Deposit Materials held by IM.

4.5 License to Use Following Release of Deposit Materials Upon release of the Deposit Materials in accordance with this Article 4, Preferred Beneficiary shall have a limited personal nonexclusive license to use the Deposit Materials for the sole purpose of correcting any errors or problems that Preferred Beneficiary is experiencing with such copies of Depositor's software that have been delivered and licensed to Preferred Beneficiary by Depositor and for which Preferred Beneficiary has paid Depositor's applicable license fees. If the Deposit Materials are released to Preferred Beneficiary in accordance with Article 4.1.a. or b., then the term of the license granted in this Section 4.5 shall be limited to that period of time that Depositor was originally contracted to provide services to Preferred Beneficiary. If the Deposit Materials are released to Preferred Beneficiary in accordance with Article 4.1.c. or d., then the term of the license granted in this Section 4.5 shall be perpetual. Preferred Beneficiary shall not reverse engineer, disassemble, decompile, assign, sublicense, rent or otherwise transfer the Deposit Materials. Preferred Beneficiary shall not copy, distribute, publicly display, or prepare derivative works based on the Deposit Materials, nor permit any other person or entity to do so. Preferred Beneficiary shall have a continuing duty to maintain the confidentiality of the released Deposit Materials.

ARTICLE 5 -- TERM AND TERMINATION

5.1 Term of Agreement. The initial term of this Agreement is for a period of one (1) year. Thereafter, this Agreement may be renewed for additional one (1) year terms upon the Depositor's payment of IM's fees within thirty (30) days of the date of commencement of the renewal term; provided, however, that Depositor has renewed the term of the License Agreement. IM reserves the right to terminate this Agreement, for any reason, other than for nonpayment, by providing Depositor and Preferred Beneficiary sixty (60) days written notice of its intent to terminate this Agreement. If the Deposit Materials are subject to another escrow agreement with IM, IM reserves the right, after the initial one year term, to adjust the anniversary date of this Agreement to match the then prevailing anniversary date of such other escrow arrangements.

5.2 Termination for Nonpayment. In the event of the nonpayment of fees owed to IM, IM shall provide written notice of delinquency to all parties to this Agreement. Any party to this Agreement shall have the right to make the payment to IM to cure the default. If the past due payment is not received in full by IM within one (1) month of the date of such notice, then IM shall have the right to terminate this Agreement at any time thereafter by sending written notice of termination to all parties. IM shall have no obligation to take any action under this Agreement so long as any payment due to IM remains unpaid.

However, if Preferred Beneficiary makes the payment to IM to cure the default, the following clause applies to this Agreement:

Pursuant to Texas Government Code Section 2262.003, the State Auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Agreement or indirectly through a subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

5.3 Disposition of Deposit Materials Upon Expiration and Termination. Subject to the foregoing termination provisions, and upon expiration or termination of this Agreement, IM shall destroy, return, or otherwise deliver the Deposit Materials to Depositor in accordance with Depositor's instructions. If there are no instructions, IM may, at its sole discretion, destroy the Deposit Materials or return them to Depositor at the address provided herein. IM shall have no obligation to destroy or return the Deposit Materials if the Deposit Materials are subject to another escrow agreement with IM or have been released to the Preferred Beneficiary in accordance with Section 4.4.

5.4 Survival of Terms Following Termination. Upon termination of this Agreement, the following provisions of this Agreement shall survive:

- a. The obligations of confidentiality with respect to the Deposit Materials;
- b. The obligation to pay IM any fees and expenses due;
- c. The provisions of Article 7; and
- d. Any provisions in this Agreement which specifically state they survive the termination of this Agreement.

ARTICLE 6 -- IM'S FEES

6.1 Fee Schedule. Depositor is responsible for the payment of all of IM's fees and expenses. IM is entitled to be paid its standard fees and expenses applicable to the services provided. IM shall notify Depositor regarding payment of IM's fees at least sixty (60) days prior to any increase in fees. For any service not listed on IM's standard fee schedule, IM will provide a quote prior to rendering the service, if requested.

6.2 Payment Terms. IM shall not be required to perform any service, including release of any Deposit Materials under Article 4, unless the payment for such service and any outstanding balances owed to IM are paid in full. Initial fees are due upon receipt of a signed contract or receipt of the Deposit Materials whichever is earliest. Payments on all renewal and services invoices are due net thirty (30) days from date of invoice. If invoiced fees are not paid, IM may terminate this Agreement in accordance with Section 5.2.

ARTICLE 7 -- LIABILITY AND DISPUTES

7.1 Right to Rely on Instructions. IM may act in reliance upon any instruction, instrument, or signature reasonably believed by IM to be genuine. IM may assume that any employee of a party to this Agreement who gives any written notice, request, or instruction has the authority to do so. IM will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document. IM shall not be responsible for failure to act as a result of causes beyond the reasonable control of IM.

7.2 Indemnification. Depositor agrees to indemnify, defend and hold harmless IM from any and all claims, actions, damages, arbitration fees and expenses, costs, attorney's fees and other liabilities ("Liabilities") incurred by IM to the extent resulting from the acts or omissions of Depositor arising out of this escrow arrangement, except where it is adjudged that IM acted with negligence or willful misconduct.

7.3 Limitation of Liability. In no event will IM be liable for any incidental, indirect, special, exemplary, punitive or consequential damages, including, but not limited to, damages (including loss of data, revenue, and/or profits) costs or expenses (including legal fees and expenses), whether foreseeable or unforeseeable, that may arise out of or in connection with this Agreement; and in no event shall the collective liability of IM exceed ten times the fees paid under this Agreement. The foregoing limitation of liability does not apply with respect to any acts of gross negligence, personal injury claims, property damage claims (excluding the Deposit), or intellectual property infringement.

7.4 Dispute Resolution. This section does not waive any Party's legal rights, remedies or defenses, including but not limited to Preferred Beneficiary's and the State of Texas' sovereign immunity, immunity under the 11th Amendment to the U.S. Constitution, etc.

Except as required by Chapter 2260 of the Texas Government Code and the applicable Texas Department of Public Safety administrative rules, any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or any Party hereof may be resolved in accordance with Chapter 2009 of the Texas Government Code (Alternative Dispute Resolution for Use by Governmental Bodies), or any Party may seek relief in a court of competent jurisdiction.

7.5 Controlling Law. This Agreement is to be governed and construed in accordance with the laws of the State of Texas, without regard to its conflict of law provisions.

7.6 Notice of Requested Order. If any party intends to obtain an order from the arbitrator or any court of competent jurisdiction which may direct IM to take, or refrain from taking any action, that party shall:

- a. Give IM as much prior notice of the hearing as is reasonably possible, if such Party is not legally prohibited from giving prior notice;

- b. Include in any such order that, as a precondition to IM's obligation, IM be paid in full for any past due fees and be paid for the reasonable value of the services to be rendered pursuant to such order; and
- c. Request the Court to not require IM to deliver the original (as opposed to a copy) of the Deposit Materials if IM may need to retain the original in its possession to fulfill any of its other duties.

ARTICLE 8 -- GENERAL PROVISIONS

8.1 Entire Agreement. This Agreement, which includes Exhibits described herein, embodies the entire understanding among the parties with respect to its subject matter and supersedes all previous communications, representations or understandings, either oral or written. IM is not a party to the License Agreement and has no knowledge of any of the terms or provisions of any such agreements. IM's only obligations to Depositor or Preferred Beneficiary are as set forth in this Agreement. No amendment or modification of this Agreement shall be valid or binding unless signed by all the parties hereto, except that Exhibit A need not be signed by IM, Exhibit B need not be signed by Preferred Beneficiary and Exhibit C need not be signed.

8.2 Notices and Correspondence. All notices regarding Articles 4 and 5 and any Deposit Materials shall be sent by commercial express or certified mail, return receipt requested. All other correspondence, including invoices, payments, and other documents and communications, shall be sent First Class U.S. Mail and given to the parties at the addresses specified in the attached Exhibit C. It shall be the responsibility of the parties to notify each other as provided in this Section in the event of a change of physical and e-mail addresses. The parties shall have the right to rely on the last known address of the other parties. Any correctly addressed notice or last known address of the other parties that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities by mail, through messenger or commercial express delivery services.

8.3 Severability. In the event any provision of this Agreement is found to be invalid or unenforceable, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

8.4 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties. However, IM shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Preferred Beneficiary unless IM receives clear, authoritative and conclusive written evidence of the change of parties.

8.5 Waiver. Any term of this Agreement may be waived by the party entitled to the benefits thereof, provided that any such waiver must be in writing and signed by the party against whom the enforcement of the waiver is sought. No waiver of any condition, or breach of any provision of this Agreement, in any one or more instances, shall be deemed to be a further or continuing

waiver of such condition or breach. Delay or failure to exercise any right or remedy shall not be deemed the waiver of that right or remedy.

8.6 Regulations. Depositor and Preferred Beneficiary are responsible for and warrant compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, and re-export laws and government regulations of any country from or to which the Deposit Materials may be delivered in accordance with the provisions of this Agreement.

8.7 Attorney's Fees. In any litigation or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks declaration of any rights or obligations under this Agreement (whether in contract, tort, or both), the prevailing Party who has proven in court by court decree or judgment or by decision of a mediator that the other Party has materially breached this Agreement shall be awarded reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and to enforce final judgment, to the extent required by law.

8.8 No Third Party Rights. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the parties hereto.

8.9 Authority to Sign. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. IM will be able to perform its obligations under this agreement once IM has received a fully executed agreement.

(Space to the end of this page is intentionally left blank -- signature page follows.)

8.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IDENTIX IDENTIFICATION SERVICES, LLC

Depositor
By: [Signature]

Name: Christopher A. Brown

Title: General Manager

Date: 8/15/05

TEXAS DEPARTMENT OF PUBLIC SAFETY

Preferred Beneficiary
By: [Signature]

Name: Oscar Ybarra

Title: Chief of Finance

Date: 8-22-05

Iron Mountain Intellectual Property Management, Inc.

By: [Signature]

Name: **Jeanna Israel**

Title: **Director of Operations**

Title: _____

Date: 8/19/05

Approved as to Form and Content:
Iron Mountain Legal Department

[Signature]

James E. Raymond, Contracts Specialist
Date: Aug. 9, 2005

Approved as to Operational Content:
Iron Mountain Operations

[Signature]

Name: Karen Gustave
Contracts Administrator
Date: August 9, 2005

EXHIBIT A

MATERIALS TO BE DEPOSITED

Deposit Account Number _____

Depositor represents to Preferred Beneficiary that Deposit Materials delivered to IM shall consist of the following software and documentation used by Depositor in providing the services under the License Agreement:

- Depositor's pre-existing application software
- Depositor's custom developed application software (if any)
- Depositor's customized pre-existing application software (if any)
- Third party open source software (if any)
- Third party software (if such third party agrees), and
- All other "Materials" as that term is defined in Section MM of the License Agreement

Identix Identification Services
Depositor
By: [Signature]
Name: Christopher A. Brown
Title: General Manager
Date: 8/15/05

Texas Dept. of Public Safety
Preferred Beneficiary
By: [Signature]
Name: Oscar Obanna
Title: Chief of Finance
Date: 8-22-05

EXHIBIT B

DESCRIPTION OF DEPOSIT MATERIALS

Depositor Company Name _____

Deposit Account Number _____

Product Name _____ Version _____

(Product Name will appear as the Exhibit B Name on Account History report)

DEPOSIT MATERIAL DESCRIPTION:

Quantity	Media Type & Size	Label Description of Each Separate Item
_____	Disk 3.5" or _____	
_____	DAT tape _____ mm	
_____	CD-ROM	
_____	Data cartridge tape _____	
_____	TK 70 or _____ tape	
_____	Magnetic tape _____	
_____	Documentation	
_____	Other _____	

PRODUCT DESCRIPTION:

Environment _____

DEPOSIT MATERIAL INFORMATION:

Is the media or are any of the files encrypted? Yes / No If yes, please include any passwords and the decryption tools.

Encryption tool name _____ Version _____

Hardware required _____

Software required _____

Other required information _____

I certify for **Depositor** that the above described
Deposit Materials have been transmitted to IM:

IM has visually inspected and accepted the
above materials *(any exceptions are noted
above)*:

Signature _____

Print Name _____

Date _____

E-mail address _____

Signature _____

Print Name _____

Date Accepted _____

Exhibit B# _____

EXHIBIT C
DESIGNATED CONTACT

Deposit Account Number _____

Notices, deposit material returns and communications to Depositor should be addressed:

Company Name: Identix Identification Services
Address: 1650 Wabash Ave, Suite D
Springfield, IL 62704

Designated Contact: Chris Brown
Telephone: (217) 726-1480
Facsimile: (217) 793-0141
E-mail: Chris.brown@identix.com
Verification Contact: _____
Telephone/E-mail: _____

Notices and communications to Preferred Beneficiary should be addressed to:

Company Name: Texas Dept. of Public Safety
Address: P.O. Box 4087 D
Austin, TX 78773

Designated Contact: Oscar Ybarra
Telephone: 512-424-2062
Facsimile: 512-424-5950
E-mail: oscar.ybarra@TXDPSState,Tx,US

Fees for this agreement will be paid by
(check box): ☒ Depositor and/or ☐ Preferred Beneficiary

Invoices to Depositor should be addressed to:

Company Name: Identix Identification Services
Address: 1650 Wabash Ave Suite D
Springfield, IL 62704

Billing Contact: Chris Brown
Telephone: (217) 726-1480
Facsimile: (217) 793-0141
E-mail: Chris.brown@identix.com
P.O.#: _____

Invoices to Preferred Beneficiary should be addressed to:

Company Name: _____
Address: _____
Billing Contact: _____
Telephone: _____
Facsimile: _____
E-mail: _____
P.O.#: _____

Requests from Depositor or Preferred Beneficiary to change the designated contact should be given in writing by the designated contact or an authorized employee of Depositor or Preferred Beneficiary.

Agreements, Deposit Materials and notices to IM should be addressed to:

Iron Mountain Intellectual Property Management,
Inc.
Attn: Client Services
2100 Norcross Parkway, Suite 150
Norcross, GA 30071

Telephone: 770-239-9200
Facsimile: 770-239-9201
E-mail: ipm-clientservices@ironmountain.com

All invoice fee remittances to IM should be addressed to:

Iron Mountain Intellectual Property Management,
Inc.
PO Box 27131
New York, NY 10087-7131

Date: _____

TECHNICAL VERIFICATION OPTIONS

LEVEL I - Inventory

This series of tests provides insight into whether the necessary information required to recreate the Depositor's development environment has been properly stored in escrow. These tests detect errors that often inhibit effective use of the escrow deposit.

Steps include: Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. At completion of testing, IM will distribute a report to Preferred Beneficiary detailing IM's investigation. This report will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as IM's analysis of the deposit. When identifying materials required to recreate Depositor's software development environment, IM will rely on information provided in Depositor's completed questionnaire (obtained via a IM verification representative) and/or information gathered during IM's testing experience.

LEVEL II - Build

This series of tests includes a standard effort to compile the Deposit Materials and build executable code.

Steps include: Recreating the Depositor's software development environment, compiling source files and modules, recreating executable code, and providing a listing of the hardware and software configurations necessary to recreate the Depositor's software development environment. IM will also create a report detailing the steps necessary to recreate the development environment, problems encountered with testing, and IM's analysis of the deposit.

LEVEL III - Validation

A Level III verification consists of testing the functionality of the compiled Deposit Materials (in a production setting or similar environment) and can be accomplished through one of the following three options:

Option A – With the Depositor's approval, executables created by IM during Level II testing are provided to the Preferred Beneficiary for functionality testing.

Option B – The Preferred Beneficiary provides IM with a copy of its licensed executables. IM compares the executables created during Level II testing with the licensed executables and provides a comparison report to all parties.

Option C – IM recreates the runtime environment for the licensed technology and installs the executables created during the Level II testing into that environment. (The environment is generally "scaled down" from the actual live environment.) IM then runs test scripts supplied by the Preferred Beneficiary and provides a report of the test results to all parties. This may require Depositor approval.